

46459

U.S. DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of FIFTY - - - - -
- - - - - dollars (\$ 50.00)
in hand paid, receipt of which is hereby acknowledged, the TOWN OF STEVENSON, a
municipal corporation of the State of Washington,

has ~~never~~ granted, bargained, and sold and by these presents ~~he~~^{does} hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right-of-way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the undersigned in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, endangering trees, and brush; to grade, level, cut, fill, drain, build, maintain, repair, and rebuild a road or highway and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary, on, over, and across the land embraced within the right-of-way, as shown on the attached right-of-way maps serially numbered 56368.

The undersigned will be permitted the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the undersigned, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its officers, employees, contractors, or assigns, the UNITED STATES OF AMERICA or its assigns will repair such damage, ~~provided that~~ ~~however, it is understood and agreed that by this agreement~~ ~~there shall be no admission or assumption of responsibility on the part of the United States or any of its officers, employees, contractors, or assigns for any damage to or injury to the person or livestock or any damage to the personal property of persons on the use of said road, but that~~ ~~such loss shall be at the undersigned's own risk and liability.~~

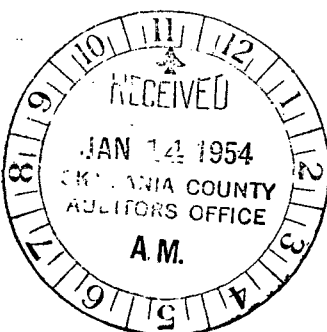
It is further understood and agreed that the undersigned, its heirs, and assigns may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

The TOWN OF STEVENSON
covenants with the UNITED STATES OF AMERICA that it is
lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power
to sell and convey the same; that the same are free and clear of all encumbrances, except as
above noted, and that it will forever warrant and defend the title thereto and quiet posses-
sion thereof against the lawful claims of all persons whomsoever.

DATED this 12 day of Jan, 1954



TOWN OF STEVENSON

B:

STATE OF Washington
COUNTY OF Skamania ss:

On this 12 day of January, 1954, before me personally appeared EVER J. WITALA and MAYOR and me known to be the of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated THAT he WAS authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



A. A. Fennovich
Notary Public in and for the
State of Washington
Residing at Stevenson
My commission expires: 4-12-56

STATE OF Washington)
COUNTY OF Skamania) ss:

I CERTIFY that the within instrument was received for the record on the 14 day of January, 1954, at 11:00 A M., and recorded in book 37 on page 405, records of Deed of said County.

Witness my hand and seal of County affixed.

John C. Wachtler
By (Rankin) Deputy.

Upon recordation, please return to:

flp

TITLE UNIT, LAND SECTION
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

SECS 35, 34, 26 & 27 T3N R7E WM
SKAMANIA COUNTY, WASHINGTON

ACCESS ROAD MC-R-AR-38
FOR DATA & CONTINUATION SEE
DWGS, SERIALS 56369 56370 56371 56372
8 56373

MC-R-AR-38
STATE OF WASHINGTON
PARCEL 3 APPROX 1940' N 1/2 NE 1/4 SEC 34

ACCESS ROAD MC-R-AR-37
FOR DATA & CONTINUATION SEE
DRAWING SERIAL 56369

MC-R-AR-37
WM J WINEBERG
PARCEL 2 APPROX 1250' SW 1/4 SEC 26

MC-R-AR
STEVENSON LUMBER CO
MC-R-AR-37 PARCEL 1 APPROX 6000' E 1/2 SW 1/4 NW 1/4 SEC 35
MC-R-AR-38 PARCEL 1 APPROX 1800' G

MC-R-AR-38
TOWN OF STEVENSON
PARCEL 2 APPROX 480' SE 1/4 SEC 34

MC-R-AR-38
CARSON LUMBER CO
PARCEL 2A APPROX 480' SE 1/4 SEC 34

Date: USC & GS		BONNEVILLE POWER ADMINISTRATION	
AR-SER 56369, 70, 72, 73		McNARY-ROSS LINE PLAN OF ACCESS ROADS MC-R-AR-37 & 38	
BY: [Signature] DATE: [Date] SCALE: 1" = 400'	DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: [Date]	DRAWN BY: [Signature] DATE: [Date]	PROJECT NO: 56368 SHEET NO: 118-11-340-09

